

TOWN OF NORTH HEMPSTEAD



Request for Sealed Bids/Proposals

IMPORTANT: SEE "NOTICE TO BIDDERS" and "INSTRUCTIONS TO BIDDERS"
CLAUSES HEREIN BIDS MAY BE SENT TO THE ADDRESS LISTED BELOW **ONLY**
(Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)

<u>BID OPENING INFORMATION</u> Date: November 27, 2013 Time: 11AM	NAME OF BID/PROPOSAL: TNH094-2013- Concession Services
INVITATION FOR BIDS NUMBER: TNH094-2013	Specification Reference: As Incorporated in the Invitation For Bids/Proposals
CONTRACT PERIOD:	

The bid/proposal must be fully and properly executed by an authorized person.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS/Proposals, Town of North Hempstead General Conditions, and that all information provided is complete, true and accurate.

Legal Business Name of Company Bidding:		Bidder's Federal Tax Identification #: (Do Not Use SS#)	
D/B/A - Doing Business As (if applicable):			
Street	City	State	Zip
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____.			
Bidder's Signature: _____		Printed or Typed Name: _____	
Title: _____		Date: _____	
Phone: () - ext ()		E-mail Address: _____	
Fax: () -		Company Web Site: _____	

Department of Administrative Services - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919 (F)

A. Introduction

Through this Request for Proposals (“RFP”), the Town of North Hempstead (the “Town”) is soliciting proposals from qualified vendors to provide concession services at various Town parks and to provide vending machine services at various Town facilities. This RFP is broken into four (4) sections. Section A comprises this introduction. Section B contains the breakdown of the Service Areas that are the subject of this RFP. Section C contains information pertaining to all Service Areas and the form of proposal. Section D describes the process for selecting a successful proposer.

The Town reserves the right to award each of the Service Areas to the same or different vendors, depending on the best interests of the Town.

The successful proposer(s) must provide the Town’s residents and their guests with good quality, healthy food at fair prices and in a clean and customer-friendly environment.

The deadline for the submission of proposals is November 27, 11:00 AM. Proposals must be submitted by mail, express courier or in person to Procurement Supervisor, Town of North Hempstead, 220 Plandome Road, Manhasset, New York 11030. No proposals will be accepted by email or facsimile. Questions regarding this RFP must be made in writing to contracts@northhempsteadny.gov, by November 14, 2103, noon time. The Town reserves the right to not answer any question posed with regard to this RFP. If questions are answered by the Town, the Town will distribute such answers to all potential proposers who have requested a copy of this RFP and also post them in the website by no later than November 19, 2013, 4pm.

The Town of North Hempstead reserves the right to reject any and all Proposals.

B. Service Areas

The Town requires the following concession services:

Service Area I – complete operation of seasonal concessions at Clinton G. Martin Park, North Hempstead Beach Park and Manorhaven Beach Park.

Service Area II – complete operation of concession at North Hempstead “Yes We Can” Community Center

Service Area III – complete operation of vending machines at various Town facilities

ITEM I – SEASONAL CONCESSIONS

1. Locations of seasonal concessions:

- a. Clinton G. Martin Park - Marcus Avenue, New Hyde Park, NY 11040
- b. North Hempstead Beach Park – West Shore Road, Port Washington, NY 11050
- c. Manorhaven Beach Park – Manorhaven Boulevard, Port Washington, NY 11050

2. Seasons by location (Subject to change in the discretion of the Town):

2014 Summer Season (anticipated) –

Clinton G. Martin – May 26, 31, June 1, 7, 8 and June 14, 2014 – September 1, 2014

North Hempstead Beach Park – May 24, 2014 – September 1, 2014 (includes annual Fireworks event night of May 24)

Manorhaven Beach Park – June 14, 2014 – September 1, 2014

2015 Summer Season (anticipated) –

Clinton G. Martin – May 25, 30, 31, June 6, 7 and June 13, 2015 – September 7, 2015

North Hempstead Beach Park – May 23, 2015 – September 7, 2015 (includes annual Fireworks event night of May 23)

Manorhaven Beach Park – June 13, 2015 – September 7, 2015

2016 Summer Season (anticipated) –

Clinton G. Martin – May 30, June 4, 5, 11, 12 and June 18, 2016 – September 5, 2016

North Hempstead Beach Park – May 28, 2016 – September 5, 2016 (includes annual Fireworks event night of May 28)

Manorhaven Beach Park – June 18, 2016 – September 5, 2016

3. In the event of rain or other inclement weather, the decision as to whether to open for business, or to close the concession earlier than specified in this agreement on any given day shall be made at the sole discretion of the designated representatives of the Town of North Hempstead. In all cases, the Successful Proposer shall consult with the designated Town representative prior to closing any facility.
4. Days and times of operations: (minimum) 7 days a week from 11 a.m. to 7 p.m. In the event that a concert or other special event is scheduled at the facility the concession stand must remain open until the end of the evening's performance.
5. The Town will grant to the Successful Proposer, subject to all of the terms and conditions on the Contract (defined below), an exclusive license for the use of the refreshment facilities now existing at the Town parks listed above for the sale of hamburgers, frankfurters, french fries, pizza pie slices, healthy food items such as fruit, salads and sandwiches, ice cream sodas, sundaes, and novelties, milk shakes, coffee, tea, carbonated and non-carbonated beverages and other such food, refreshments, and confectionery products as may be agreed to in writing by the Town. The Successful Proposer shall not offer for sale any food, beverage or product other than those approved by the Town *and will at the request of the Town include in the schedule of items sold and keep on hand for sale any food, beverage, or product so requested.* No product is to be dispensed in a glass container.
6. Notwithstanding the above, the Town retains the right to conduct events at its parks and facilities where the Town may offer food and refreshments, either through itself or an event operator, all without the participation of the successful proposer.
7. The menu, portion sizes and price list shall be as approved by the Town.

8. All customers must be offered a receipt.
9. The Successful Proposer shall provide and maintain refreshment facilities for the dispensing of food and beverages. In connection therewith, Successful Proposer shall supply whatever equipment is necessary for satisfactory services.
10. The Successful Proposer must propose a sum to be paid to the Town as compensation for the privilege of operating its concession at the Town's facilities. Such sum shall be not less than \$8,500.00 for each facility for year 2014, \$8,500.00 for each facility for year 2015, and \$8,500.00 for each facility for year 2016. Said sums shall be payable each year in two (2) equal installments on June 15 and July 15. In addition, the Successful Proposer must propose a percentage to be paid to the Town of the gross revenues received by the Successful Proposer at the Town's facilities. Such percentage shall be not less than 10% of gross revenues.
9. Successful Proposer shall provide managers satisfactory to the Town who will at all times devote their personal attention at the licensed premises to the management of the services. The Successful Proposer shall provide such other, necessary, competent supervisory personnel as the Town shall direct to aid in the proper operation of the services.
10. The Successful Proposer shall at all times provide sufficient qualified personnel to render adequate service and assistance to the public. All such personnel shall be attired in uniforms, subject to the approval of the Town. The Town shall have the right to determine the adequacy of services and shall have the right to require the Successful Proposer to provide such other and additional personnel as the Town in its sole discretion deems necessary.
11. The Successful Proposer warrants that all foodstuffs, confections, soft drinks, and other articles sold by the Successful Proposer will be pure and of good quality. Ketchup and mustard shall be provided only in pump-type dispensers.
12. At the conclusion of each operational season, the Successful Proposer shall perform, or engage a firm to perform, a thorough cleaning and 'winterizing' of each location used by the Successful Proposer. This cleaning must be completed within 10 business days after the end of the season.

ITEM II – CONCESSION AT “YES WE CAN” COMMUNITY CENTER

1. Location: 141 Garden Street, Westbury, NY 11590
2. Dates of Operation: Year round, daily operation (with the exception of building closures)
3. Hours of Operation: Minimum 7 days a week from 10 a.m. to 9 p.m. In the case of scheduled events in the center, additional hours may be required as determined by designated representatives of the Town of North Hempstead.

Note: The facility is open daily, 8am – 9pm.

4. The Town will grant to the Successful Proposer, subject to all of the terms and conditions on the Contract (defined below), an exclusive license for the use of the refreshment facilities now

existing at the North Hempstead “Yes We Can” Community Center for the sale of pizza pie slices, healthy food items such as fruit, salads and sandwiches, novelties, coffee, tea, carbonated and non-carbonated beverages and other such food, refreshments, and confectionery products as may be agreed to in writing by the Town. The Successful Proposer shall not offer for sale any food, beverage or product other than those approved by the Town *and will at the request of the Town include in the schedule of items sold and keep on hand for sale any food, beverage, or product so requested.* No product is to be dispensed in a glass container.

5. Notwithstanding the above, the Town retains the right to conduct events at the center where the Town may offer food and refreshments, either through itself or an event operator, all without the participation of the successful proposer.
6. The menu, portion sizes and price list shall be as approved by the Town.
7. All customers must be offered a receipt.
8. The Successful Proposer shall provide and maintain refreshment facilities for the dispensing of food and beverages. In connection therewith, Successful Proposer shall supply whatever equipment is necessary for satisfactory services.
9. The Successful Proposer must propose a sum to be paid to the Town as compensation for the privilege of operating its concession at the Town’s facilities. Such sum shall be not less than \$1,000 for the Center per month for year 2014, \$1,000 for the Center per month for year 2015, and \$1,000 for the Center per month for year 2016. Said sums shall be payable each year in two (2) equal installments on June 15 and November 15. In addition, the Successful Proposer must propose a percentage to be paid to the Town of the gross revenues received by the Successful Proposer at the Center. Such percentage shall be not less than 10% of gross revenues.
10. Successful Proposer shall provide managers satisfactory to the Town who will at all times devote their personal attention at the licensed premises to the management of the services. The Successful Proposer shall provide such other, necessary, competent supervisory personnel as the Town shall direct to aid in the proper operation of this concession.
11. The Successful Proposer shall at times provide sufficient qualified personnel to render adequate service and assistance to the public. All such personnel shall be attired in uniforms, subject to the approval of the Town. The Town shall have the right to determine the adequacy of services and shall have the right to require the Successful Proposer to provide such other and additional personnel as the Town in its sole discretion deems necessary. Every effort should be made to hire local residents for positions at North Hempstead “Yes We Can” Community Center.
12. The Successful Proposer warrants that all foodstuffs, confections, soft drinks, and other articles sold under this license will be pure and of good quality. Ketchup and mustard shall be provided only in pump-type dispensers.

ITEM III – VENDING MACHINES

1. Locations of vending machines:
 - a. Clinton G. Martin Park - Marcus Avenue, New Hyde Park, NY 11040
 - b. North Hempstead Beach Park – West Shore Road, Port Washington, NY 11050
 - c. Manorhaven Beach Park – Manorhaven Boulevard, Port Washington, NY 11050
 - d. North Hempstead “Yes We Can” Community Center, 141 Garden Street, Westbury, NY 11590
 - e. Michael J. Tully Park, 1801 Evergreen Avenue, New Hyde Park, NY 11040
 - f. Charles J. Fuschillo Park, Carle Road, Carle Place, NY 11514
 - g. Broadway Park, Broadway, Garden City Park, NY 11530
 - h. John D. Caemmerer Park, Wentworth Ave & William Street, Albertson, NY 11507
 - i. Harbor Hills Park, Shore Cliff Place, Great Neck, NY 11023
 - j. Martin Reid Park, Broadway & Urban Ave., Westbury, NY 11590
 - k. Town Hall II (Basement), 210 Plandome Road, Manhasset, NY 11030
 - l. Town Hall I (Basement), 220 Plandome Road, Manhasset, NY 11030
2. Vending machines for the sale of food items and beverages must be provided.
 - a. Food Vending machines are to offer a selection of food items including candy, snacks, granola bars and healthier food options.
 - b. Beverage Vending machines are to include a variety of carbonated and non-carbonated beverages. No product is to be dispensed in a glass container.
3. The Successful Proposer shall stock all beverage machines with the Town specified products, in accordance with any outside agreement the Town has with a specific bottling company/beverage brand.
4. Successful Proposer shall supply whatever equipment is necessary for satisfactory services.
5. The Successful Proposer shall propose a percentage to be paid to the Town of the gross revenues received by the Successful Proposer from the operation of the vending machines at the Town’s facilities. Such percentage shall be not less than 10% of gross revenues.
6. All personnel shall be attired in uniforms.
7. The Successful Proposer shall at the request of the Town forthwith terminate the employment of any employee whom the Town considers detrimental to the best interests of the Town, the facilities or the public using the same. The Town shall have the right to determine the adequacy of services and shall have the right to require the Successful Proposer to provide such other and additional personnel as the Town in its sole discretion deems necessary.
8. The Successful Proposer warrants that all foodstuffs, confections, soft drinks, and other articles sold under this license will be pure and of good quality.

C. General Information Pertaining to All Concession Services

1. The services to be performed by the Successful Proposer will be the subject of a contract between the Town and the Successful Proposer, which shall have a term of three (3) years

with an option to renew for two (2) additional one (1) year terms. The Contract will be a comprehensive document containing all of the terms and conditions governing the relationship between the parties. The terms and conditions will include those terms contained in this RFP, in addition to the following:

- a. The grant of a license (the "License") to the Successful Proposer to conduct the services described in this RFP on the Town's property. The Contract shall not be deemed to be a lease and shall not create nor transfer any interest in realty. The Successful Proposer shall not be deemed to be a lessee; and its right to occupy the premises and to operate the license hereby granted shall continue only so long as the Successful Proposer shall comply with and perform strictly and promptly each and all of its obligations and agreements contained in the Contract.
- b. A provision stating that The Town shall not in any event whatsoever be liable for any injury or damage to any person or property happening on or about the licensed premises, or arising out of the exercise of the License, or for any injury or damage to any property of the Successful Proposer or to any property or any other person, firm, association or corporation on or about the licensed premises or arising out of the exercise of the License. The Successful Proposer shall indemnify and shall save harmless the Town, its officers, agents, servants and employees from and against any and all liability, loss, cost, exposure or damages, (including reasonable counsel fees for the Town) and from and against any and all suits, claims and demands of every kind and nature, by or on behalf of any person, firm, association, or corporation, arising out of or based upon any accident, injury or damage however occurring, which may happen on or about the licensed premises or arising out of the exercise of the License. Such liability shall not be limited to the insurance coverage provided for in the Contract.
- c. A provision stating that nothing contained in the Contract shall create or be construed as creating a co-partnership between the Town and the Successful Proposer or to constitute the Successful Proposer as agent of the Town.
- d. A provision stating that all buildings, space and equipment covered by the License and used by the Successful Proposer in the conduct of the services shall be serviced and kept clean by the Successful Proposer as directed by the Town and surrendered by the Successful Proposer to the Town at the termination of the Contract as in good order and condition as when received, reasonable wear and tear and damage by the elements excepted. The Successful Proposer shall not make any alterations in the licensed premises without the prior written approval of the Town. The Successful Proposer shall at its own expense make or cause to be made any and all repairs necessary or desirable for the proper maintenance of all equipment covered by the License.
- e. A provision stating that the Successful Proposer shall not make any alteration or addition in or to the building or buildings that are covered by the License without the prior written consent, in each case, of the Town. The Town shall have the right without consent of the Successful Proposer to alter all or any portion of the premises that are the subject of the License.

- f. A provision stating that the Successful Proposer shall not have the use of telephones maintained by the Town for the use of the Town's employees. The Successful Proposer may have a telephone connected or installed at the refreshment facilities, subject to prior approval in writing by the Town, as to the site of the connection or installation. All expenses of connection or installation necessary to establish telephone service shall be borne exclusively by the Successful Proposer, together with all periodic charges for such telephone service.

2. Each Proposer's Technical Proposal must contain:

- a. A detailed plan to hire and train staff
- b. A description of the Proposer's knowledge and experience with the Nassau County Department of Health, including evidence that the proposer has successfully been granted a license to operate by Nassau County Department of Health at a minimum of 2 separate locations, preferably more, and evidence of experience in hiring and training personnel to meet Nassau County Department of Health standards
- c. Menus containing food and beverage items to be sold including fees to be charged for said item
- d. The proposer's experience in performing the services described in this RFP to other governmental agencies
- e. Biographical information for each of the individuals charged with managing the services described in this RFP
- f. The proposer's health and safety guidelines relating to the performance of the services described in this RFP

3. Each Proposer's Financial Proposal must contain:

- a. The amounts that the Proposer intends to pay as a license fee for each of the items stated above that the Proposer is submitting a proposal for
- b. The percentage of gross revenues the Proposer intends to pay for each of the items stated above that the Proposer is submitting a proposal for

4. In performing the services described in this RFP, the successful proposer will be expected to:

- a. Provide and maintain refreshment facilities for the dispensing of food and beverages. In connection therewith, Successful Proposer shall supply whatever equipment is necessary for satisfactory services.
- b. Keep books of account and records of all operations and maintain a system of bookkeeping in a manner satisfactory to the Town and permit inspection of such books and records by the Town, or its agents, at the sole discretion of the Town. The Town shall

have the right to inspect the cash register tapes of the Successful Proposer at the end of each day. The Successful Proposer shall submit annually, or as required by the Town, a profit and loss statement of operations in a form approved by the Town containing an itemization of all receipts, payroll costs, operating and other expenses.

- c. Install all water supply, sewer, drain pipes or fixtures other than exist at the time of the commencement of this license. All water and electric light and power used and consumed in connection with this privilege or in connection with the structures on the premises used for this license shall be supplied to the Successful Proposer by the Town without cost to the Successful Proposer. All other costs and charges, if any, shall be paid by the Successful Proposer. Should the Successful Proposer neglect to pay any charges when the same shall become due and payable, then the amount of said charges shall forthwith become a part of and be added to the Successful Proposer fee and shall be collectible as such.
- d. Procure, at its own expense, such public liability insurance, including but not limited to products liability insurance, as will protect the Successful Proposer, the Town and its officers and employees from all claims and liability for damages to property and for damages for bodily injury including accidental death, which may arise from the operation under this license to the extent of \$1,000,000/\$2,000,000. Successful Proposer shall also procure insurance covering the operation of all motor vehicles owned by the Successful Proposer and all motor vehicles not owned by the Successful Proposer but used in connection with the operation of this license to the extent of \$500,000/\$1,000,000. Such policy or policies shall be written by an insurer acceptable to the Town, and shall be delivered to the Town with full premiums paid covering the entire period of this license, before the commencement of any operation by the Successful Proposer. All policies shall be so written that the Town will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of said cancellation or amendment.
- e. At its own expense, provide Workers' Compensation insurance and Disability Benefits insurance as required by the Laws of the State of New York. Policies or certificates of insurance shall be delivered to the Town with full premiums paid, before the commencement of any operations by the Successful Proposer.
- f. Not advertise in any manner or form on or about the premises, buildings or space licensed to it or elsewhere, or in any newspaper or otherwise, except by means of such signs or forms of advertising as shall be approved in writing by the Town.
- g. Conduct and use the licensed premises for no other purposes other than herein stated and to equip the same at the Successful Proposer's own cost and expense, except for equipment furnished by the Town at the commencement of the contract to be executed between the Town and the Successful Proposer (the "Contract"). It is understood and agreed that the common aim and purpose of the parties herein is to provide the patrons of the Town facilities with adequate food and beverage service at all times necessary.
- h. Keep the premises covered by this license in a clean and sanitary condition and shall cleanse, disinfect and deodorize the same whenever directed to do so by the Town or its

representatives. The Successful Proposer shall comply with all sanitary laws, ordinances and rules, regulations and all orders of the State of New York, the State Department of Health, the County of Nassau, The Nassau County Department of Health, the Town or other authorities which affect the cleanliness and sanitation of the licensed premises. All garbage and refuse placed in the Town dumpsters shall be bagged or boxed in a secure manner so as to prevent spillage or leakage. Empty boxes shall be folded or crushed before being placed in the Town dumpster.

- i. Not use nor permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha, or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York in any building.
 - j. Not use nor allow any person to use the licensed premises thereof for any purpose in violation of any federal, state or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted or adopted.
 - k. Procure solely at his own cost and expense all permits necessary for the legal exercise of this license.
 - l. Comply with all laws, orders, regulations, demands and directions of all governmental authorities and public officers having jurisdiction in connection with said premises and/or the operations of Successful Proposer; and comply with all the rules, orders, regulations, or requirements of the New York Board of Fire Underwriters and other boards of organizations exercising similar functions.
 - m. Under the supervision of the Town, supply and install and maintain at his own cost and expense and without cost and expense to the Town all expendable equipment necessary for the completion of the services described in this RFP. All utensils and silverware shall be disposable. Title to expendable equipment vests in and belongs to the Successful Proposer, and the Successful Proposer agrees that upon the expiration or termination of the Contract, any fixed and expendable equipment owned by the Successful Proposer shall be removed from the premises within fifteen (15) days of such expiration.
 - n. Not hire nor retain any contractor agent who is registered on a Sex Offender Registry of the New York State Division of Criminal Justice and shall provide documentation to such effect as required by the Town.
5. The Town may from time to time promulgate rules and/or regulations concerning all phases of the operation of the Successful Proposer, and the Successful Proposer shall comply with such rules and regulations.
6. The Successful Proposer shall procure and deliver to the Town at the time of execution of the license, a performance bond for the faithful performance of all terms, covenants and conditions of the Contract executed by a surety company satisfactory to the Town. Such bond shall be in the amount of \$8,500.00 *for each location*, and be written on forms prescribed by the Town. The bond shall be maintained in full force for the period of sixty (60) days after the date of expiration

of this license. In lieu of such bond, the Successful Proposer may deposit with the Town cash or a certified check, or assign a savings account or securities acceptable to the Town in the amount of \$8,500.00 *for each location* to secure the faithful performance of all the terms, covenants, and conditions of the Contract to the satisfaction of the Town.

D. Selection of Proposer(s)

- I. Each response will be reviewed and evaluated based on the criteria and priorities defined by the Town and detailed in this RFP. These criteria include but are not limited to the following:
1. The ability of the service to satisfy the programs required, including size, staffing, resources and financial capability of Vendor (30 Percent of Total Score)
 2. Proposal completeness, timeliness and compliance with RFP guidelines and format (10 percent of Total Score)
 3. Experience of the Vendor in projects of similar size, scope and complexity (20 Percent of Total Score)
 4. Proposers financial proposal, including proposed payments to the Town (40 Percent of Total Score)

II. Proposal Schedule

RFP Issue Date	November 8, 2013
Deadline for Receipt of Proposals	November 27, 2013, 11AM
Selection of Successful Proposer	On or About December 10, 2013
Contract Start Date	January 1, 2014

The Town retains the right to change any of the provisions of this RFP, including the above schedule.

III. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right without prejudice to reject any or all proposals.

ATTACHMENT A

PRICE PROPOSAL

Provide the hourly fee your firm proposes to charge the Town for the services provided (Proposers may submit for one or more service areas):

<u>Service Area</u>	<u>Proposed License Fee</u>	<u>Proposed Percentage of Gross Revenues</u>
Operation of seasonal concessions at Clinton G. Martin Park, North Hempstead Beach Park and Manorhaven Beach Park.		
Operation of concession at North Hempstead "Yes We Can" Community Center		
Operation of Vending Machines		

The undersigned further stipulates that the information in this attachment is, to the best of its knowledge, true and accurate.

Signature

Name of Proposer

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

ATTACHMENT B

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

The Bidder's Qualifications Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
3. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid.
4. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
5. That he/she agrees that any compensation provided by the proposer shall be done in accordance with the requirements of the Bid Documents, Bid Specifications and general conditions; and
6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
8. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?
☐ Yes ☐ No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Bidder

Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

(Notary Public)

DISCLOSURE FORM

The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.
5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.
6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.

Dated at _____, this _____ day of _____, 20_____.

(Signature, if Individual)

By: _____ (Seal, if corporation)
(Signature)

Print Name: _____
(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

------(Affidavit for Individual)-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) _____ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of () himself/herself: () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 20_____, in the County of _____, State of _____.

(Notary Public)

My commissioner expires: _____

NONCOLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____	
Bidder's Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Bidder's Federal Tax Identification # (Do Not Use SS#)
_____	_____
Address	Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

Town of North Hempstead
Request for Proposals
TNH094-2013
Concession Services

-----**(Acknowledgment for Individual)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, and duly acknowledged to me that s/he executed the same.

My commission
expires: _____
(Notary Public)

-----**(Acknowledgment for Partnership)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDDING CERTIFICATION.

My commission
expires: _____
(Notary Public)

-----**(Acknowledgement for Corporation)**-----

STATE OF)
 ss.:
COUNTY OF)

On _____, 20____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDDING CERTIFICATION, is the corporate seal, that its was affixed by order of the board of _____ of the corporation; and that deponent signed deponent's name by like order.

My commission
expires: _____
(Notary Public)

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Town in connection with another bid, project or contract.

(Name and Address of Bidder)

Name of Bid: _____ Bid Number: _____

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):

Policy Number(s):

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s): _____

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:
Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030
Authorized Insurance Agent's Signature and Title:

Name, Insurance Affiliation and Address:

_____ Dated _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.**

ACKNOWLEDGEMENT: _____

IMPORTANT NOTICE:

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM